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BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
OF THE STATE OF CALIFORNIA

In the Matter of:)	STIPULATION
)	
THE COMMISSIONER OF BUSINESS)	
OVERSIGHT,)	
)	
Complainant,)	
)	
v.)	
)	
PARADISE BIRYANI EXPRESS, INC. doing)	
business as PARADISE BIRYANI POINTE and)	
RAJ NARSING GOWLIKAR,)	
)	
Respondents.)	

In resolution of an inquiry into the offer and sale of unregistered franchises within the State of California, IT IS HEREBY STIPULATED AND AGREED between Paradise Biryani Express, Inc. doing business as Paradise Biryani Pointe and Raj Narsing Gowlikar (collectively, Respondents) and the Commissioner of Business Oversight (Commissioner) as follows:

1. Desist and Refrain Order. Respondents stipulate to the issuance of the Desist and Refrain Order, in the form attached hereto as Exhibit A, directing Respondents to desist and refrain from the

1 further offer and sale of unregistered Paradise Biryani Pointe franchises in this state in violation of
2 the California Franchise Investment Law (FIL)(Corp. Code, § 31000 et seq.).

3 2. Waiver of Hearing Rights. Respondents hereby waive all rights to any hearing or appeal of
4 the Desist and Refrain Order issued pursuant to Paragraph 1. Respondents stipulate that the
5 electronic delivery of the executed Desist and Refrain Order by the Commissioner's agent to the
6 Respondents' counsel at jmk@jmkaplanlaw.com shall constitute valid service of the Desist and
7 Refrain Order.

8 3. Forfeiture of Franchise Fees. Respondents shall forfeit the right to collect any franchise,
9 license, royalty, advertising, or other related fee from all current California franchisees (called
10 "licensees" in Respondents agreements) from the Effective Date of this Stipulation, as such date is
11 defined in Paragraph 14, until the date of issuance of an order from the Commissioner registering
12 Respondents' franchise in this state in compliance with the FIL.

13 4. Rescission Offers. No later than 15 calendar days after the Effective Date of this Stipulation,
14 as such date is defined in Paragraph 14, Respondents shall offer the right of rescission (Rescission
15 Offer) to all licensees/franchisees that have executed a Paradise Biryani Pointe franchise/license
16 agreement in this state, including but not limited to those listed in the form attached hereto as Exhibit
17 B. The Rescission Offer shall include a letter signed by the company's principal(s) offering each of
18 the current franchisees: (1) rescission of their franchise/license agreements; (2) release of all
19 contractual obligations; and, (3) a refund of all franchise/license fees, training fees, advertising fees,
20 recurring monthly fees, and license renewal fees paid at any time through the execution of this
21 Stipulation. Any licensee/franchisee that accepts the Rescission Offer shall do so on the condition
22 that the licensee/franchisee cease operating under the Paradise Biryani Pointe brand, discontinue any
23 and all use of the Paradise Biryani Pointe trademarks, including the removal of all signage, and return
24 all manuals and other proprietary information to Respondents, all as provided in the form attached
25 hereto as Exhibit C. The Rescission Offer shall provide the current licensees/franchisees 90 days to
26 respond to or forego any right to rescind. Respondents will submit the Rescission Offers to an
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1 express mail carrier/overnight delivery service for delivery to current licensees/franchisees at the last
2 address of record along with a complete copy of this Stipulation and all its exhibits.

3 5. Compliance Report. Within 120 calendar days of the Effective Date of this Stipulation, as
4 such date is defined in Paragraph 14, Respondents shall provide the Commissioner a schedule listing
5 the names, addresses, telephone numbers and email addresses, to the best of Respondent's
6 knowledge, of all California residents who were sold unregistered Paradise Biryani Pointe franchises,
7 the date of each franchise sale, the amount of initial fees paid to Respondent by each California
8 franchisee, and an itemization of all fees forfeited to date pursuant to Paragraph 3. Respondent will
9 provide the Commissioner with copies of the Rescission Offers, proof of mailing/submission to an
10 overnight delivery service, and copies of responses received, if any. "Proof of mailing" may include
11 express mail carrier delivery/overnight delivery service confirmation receipts or notices of inability to
12 deliver, as applicable. Compliance Reports shall be submitted to Senior Counsel Miranda LeKander,
13 Department of Business Oversight, 1515 K Street, Suite 200, Sacramento, California, 95814.

14 6. Citation Payment. Within 30 days of the Effective Date of this Stipulation, as such date is
15 defined in Paragraph 14, Respondents agree pay the Commissioner citations pursuant to Corporations
16 Code section 31406 in the amount of \$12,500.00 (Citation Payment) for the unregistered offer and
17 sale of five Paradise Biryani Pointe franchises in this state. The Citation Payment shall be due in the
18 form of a cashier's check payable to the "Department of Business Oversight" and mailed to the
19 attention of Senior Counsel Miranda LeKander, Department of Business Oversight, 1515 K Street,
20 Suite 200, Sacramento, California, 95814.

21 7. Breach. Respondents agree and understand that if the Commissioner finds that Respondents
22 have failed to strictly comply with any term or provision of this Stipulation, after being given a
23 reasonable opportunity to cure which shall only exceed 30 days at the Commissioner's sole
24 discretion, such breach will be cause for the Commissioner to deny or revoke any registrations held
25 by, and/or deny any pending application(s) of Respondents, its successors and assigns, by whatever
26 names they might be known, and/or any company owned or controlled by Respondents. Respondents
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1 hereby waive any rights to notice and hearing, and to any reconsideration, appeal, or other right to
2 review which may be afforded for such actions pursuant to the FIL, the California Administrative
3 Procedure Act, the California Code of Civil Procedure, or any other provision of law, and by waiving
4 such rights, Respondents consent to the actions and/or orders referenced herein becoming final.

5 8. Effect of Stipulation on Applications filed with the Commissioner. Any application for
6 registration of a franchise filed by Respondents shall be considered for approval pursuant to the
7 provisions of the FIL. In the event that Respondents apply for a franchise registration, certificate,
8 permit, or any type of license issued by the Commissioner, Respondents agree and understand that
9 this Stipulation and any of the exhibits attached hereto may be considered as a factor in determining
10 the approval of such application.

11 9. Future Actions by the Commissioner. Respondents acknowledge and agree that this
12 Stipulation shall not be the exclusive remedy available to the Commissioner in pursuing future
13 violations but may be sought and employed in addition to any other remedy available pursuant to the
14 FIL, or any other law under the jurisdiction of the Commissioner. If it is found, after the execution of
15 this Stipulation, that Respondents willfully made misrepresentations or statements containing
16 material omissions to the Commissioner in connection with the present proceedings, the
17 Commissioner reserves the right to take further action against Respondents, including but not limited
18 to the issuance of stop orders, imposition of penalties, and ordering rescission or restitution for all
19 transactions originated in breach of this Stipulation.

20 10. Commissioner's Duties. Respondents acknowledge and agree that nothing contained in this
21 Stipulation shall operate to limit the Commissioner's ability to assist any other agencies with any
22 administrative, civil or criminal prosecution brought by any such agency against Respondents based
23 upon any of the activities alleged in this matter or otherwise. Respondents further agree that this
24 Stipulation shall not bind or otherwise prevent any other federal, state or county agency from the
25 performance of its duties.

26 11. Voluntary Execution. Respondents enter into this Stipulation voluntarily and without
27 coercion and acknowledge that no promises, threats or assurances have been made by the
28 Commissioner or any officer, or agent thereof, about this Stipulation.

12. Public Record. Respondent acknowledges that this Stipulation and the exhibits attached hereto are a public record.

13. Exhibits. The exhibits to this Stipulation are as follows:

Exhibit A – Desist and Refrain Order

Exhibit B – List of California Franchisees

Exhibit C – Rescission Offer

14. Effective Date. This Stipulation shall not become effective until signed by all parties and electronically served by the Commissioner’s agent to the Respondents’ counsel at jmk@jmkaplanlaw.com.

15. Full Integration. Respondents and the Commissioner agree that this Stipulation may be executed in one or more separate counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall together constitute and be one and the same instrument.

Dated: 12/31/15

JAN LYNN OWEN
Commissioner of Business Oversight

By _____
MARY ANN SMITH
Deputy Commissioner

PARADISE BIRYANI EXPRESS, INC. doing business as
PARADISE BIRYANI POINTE

Dated: 12/21/15

By _____
RAJ NARSING GOWLIKAR, President
Individually and on behalf of Paradise Biryani Express, Inc.
doing business as Paradise Biryani Pointe